

**GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Pricelist**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAvantage.gov.

Multiple Award Schedule

**LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT HARDWARE**

Special Item Number 33411 Purchase of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyper-converged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7010

Special Item Number 811212 Computer and Office Machine Repair and Maintenance

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment. (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: J070

**LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SOFTWARE**

Special Item Number 511210 Software Licenses

Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

Term Licenses. The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

Perpetual Licenses. The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self-diagnostics.

Software Maintenance as a product is billed at the time of purchase.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7030

**LARGE CATEGORY: MISCELLANEOUS
SUBCATEGORY: COMPLIMENTARY SINS**

Special Item Number OLM Order-Level Materials (OLM)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering

Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)

- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- "Open Market Items"
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINS (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000

**Schedule Contract Number
GS-35F-0039T**

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

Contract Period: November 1, 2006 through October 31, 2021

Contract current through: Modification **PS-0114** effective **September 8, 2020**

Tactical Support Equipment, Incorporated
4039 Barefoot Road
Fayetteville NC 28036
910-425-3360 (telephone)
910-425-3361 (facsimile)
www.tserecon.com

Contractor Point of Contact for Contract Administration
Jason Brady
Project Manager
Tactical Support Equipment, Incorporated
4039 Barefoot Road
Fayetteville NC 28036
910-425-3360 (telephone)
910-425-3361 (facsimile)
jbrady@tserecon.com

A Service-Disabled Veteran-Owned Small Business

CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers:

Special Item Number 33411	Purchase of New Electronic Equipment
Special Item Number 811212	Computer and Office Machine Repair and Maintenance
Special Item Number 511210	Software Licenses
Special Item Number OLM	Order-Level Materials (OLM)

1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:

Special Item Number	Part Number	GSA Price with IFF
33411	TSE-R05-PB2M	\$11.00
811212	HOURLY REPAIRS & EVAL	\$64.23
511210	TSE-V-PBRK	\$132.00

1c. Identification of Services and Hourly Rates: Not Applicable

2. Maximum Order:

Special Item Number 33411	\$500,000
Special Item Number 811212	\$500,000
Special Item Number 511210	\$500,000
Special Item Number OLM	\$250,000

3. Minimum Order: \$100

4. Geographic Coverage: Domestic

5. Points of Production: Varies by Manufacturer

6. Discount from List Price or Statement of Net Price:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount: Varies by product. Please contact the Contractor for more information.

8. Prompt Payment Terms: Net 30 Days

Note: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Government Purchase Card:

Government purchase cards are accepted for purchases below the micro-purchase threshold.

Government purchase cards are not accepted for purchases above the micro-purchase threshold.

10. Foreign Item: Not Applicable.

11a. Time of Delivery:

Special Item Number 33411	30 to 168 days after Receipt of Order
Special Item Number 811212	45 days after Receipt of Order
Special Item Number 511210	1 day after Receipt of Order
Special Item Number OLM	As negotiated with the Ordering Activity

11b. Expedited Delivery: Please contact the Contract Administrator for availability and rates.

11c. Overnight and 2-day Delivery: Please contact the Contract Administrator for availability and rates.

11d. Urgent Requirements:

Please contact the Contract Administrator for availability and rates associated with accelerated delivery options.

12. F.O.B. Point: Destination**13a. Ordering Address:****Sales**

Tactical Support Equipment, Incorporated
4039 Barefoot Road
Fayetteville NC 28036
910-425-3360 (telephone)
910-425-3361 (facsimile)
sales@tserecon.com

13b. Ordering Procedures:

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address:

Carl Beene
President
Tactical Support Equipment, Incorporated
4039 Barefoot Road
Fayetteville NC 28036
910-425-3360 (telephone)
910-425-3361 (facsimile)
cbeene@tserecon.com

15. Warranty Provisions:

Special Item Number 33411: TSE Inc. amplifiers used under normal operating conditions are under warranty for three years. The warranty is void if amplifiers were damaged due to misuse or if the warranty seal on the amplifier is broken. Associated items, such as cables, adapters, antennas and other non-amplifier equipment have a standard one year warranty. For Returned Material Authorization (RMA) call Tactical Support Equipment Inc. at (910) 425-3360 or email dporter@tserecon.com for an RMA number. All equipment scheduled for electronic evaluation and repair must be shipped to point of origin: Tactical Support Equipment, Inc., 4039 Barefoot Road, Fayetteville, NC 28306.

Special Item Number 811212: No warranty

Special Item Number 511210: 1-year standard warranty

16. Export Packing Charges: Not Applicable.

17. Terms and conditions of Government purchase card acceptance:

Please contact the Contract Administrator for additional terms and conditions of acceptance.

18. Terms and conditions of Rental, Maintenance, and Repair:

Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period. When equipment repair is desired the Ordering Activity will contact the Contractor at 910-425-3360 to request an RMA number and at that time will be given shipping instructions.

19. Terms and conditions of Installation: Equipment is self-installable.

20. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be used, standard parts remanufactured by the Contractor. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist.

20a. Terms and conditions for any other Service: Not Applicable.

21. List of Service and Distribution Points:

Tactical Support Equipment, Incorporated
4039 Barefoot Road
Fayetteville NC 28036
910-425-3360 (phone)
910-425-3361 (facsimile)
www.tserecon.com

22. List of Participating Dealer: Not Applicable.

23. Preventative Maintenance: Not Applicable.

24a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):

Not Applicable.

24b. Section 508 Compliance Information:

Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT). The EIT standard can be found at: <http://www.Section508.gov/>.

25. Data Universal Number System (DUNS) Number: 014 644 624

26. Notification regarding registration in System for Award Management (SAM) database:

Contractor has a current registration in SAM.

**INFORMATION TECHNOLOGY CATEGORY
IT HARDWARE SUBCATEGORY
SPECIAL ITEM NUMBER 33411
PURCHASE OF NEW EQUIPMENT**

The equipment is self-installable.

**INFORMATION TECHNOLOGY CATEGORY
IT HARDWARE SUBCATEGORY
SPECIAL ITEM NUMBER 811212
COMPUTER AND OFFICE MACHINE REPAIR AND MAINTENANCE**

HARDWARE MAINTENANCE ORDER TERMS

- 1) Service Areas
 - a) Maintenance services are NOT performed at the Ordering Activity's location.
 - b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Tactical Support Equipment, Incorporated
4039 Barefoot Road
Fayetteville NC 28036
910-425-3360 (phone)
910-425-3361 (facsimile)
support@tserecon.com
- 2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.
- 3) Scope
 - a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
 - b) Equipment placed under maintenance service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.
- 4) Responsibilities
 - a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.
- 5) Maintenance Rate Provisions
 - a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
 - i) Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
 - ii) After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in this Schedule Pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.
 - b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

The Provisions are outside the scope of the Contract.

HARDWARE REPAIR SERVICE ORDER TERMS

- 1) Service Areas
 - a) Repair services are NOT performed at the Ordering Activity's location.
 - b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Tactical Support Equipment, Incorporated
4039 Barefoot Road
Fayetteville NC 28036
910-425-3360 (phone)
910-425-3361 (facsimile)
support@tserecon.com
- 2) Loss or Damage

When the Contractor moves equipment to its location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.
- 3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
 - b) Equipment placed under repair service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.
- 4) Responsibilities
- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
 - b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.
- 5) Repair Service Rate Provisions
- a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
 - b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
 - c) At the Contractor/OEM's Facility
 - i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

- ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- d) At the Ordering Activity Location (Within Established Service Areas)
 - i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
- e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.
- f) Labor Rates
 - i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.
 - ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified below. Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified below. Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates and Location	Minimum Charge - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor's Facility	\$63.75 per hour	Not Applicable	Not Applicable
Ordering Activity Location (Within Established Service Areas)	Not Applicable	Not Applicable	Not Applicable
Ordering Activity Location (Outside Established Service Areas)	Not Applicable	Not Applicable	Not Applicable

- 6) Repair Parts/Spare Parts Rate Provision
- a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.

Repair Parts or Spare Parts are outside the scope of the Contract.

**INFORMATION TECHNOLOGY CATEGORY
IT SOFTWARE SUBCATEGORY
SPECIAL ITEM NUMBER 511210
SOFTWARE LICENSES**

- 1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available shall be available during specified hours.

- a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time.

Technical Support Hotline: 910-425-3360; 8 am to 5 pm Eastern, Monday through Friday, excluding federal holidays.

- 2) Descriptions and Equipment Compatibility:

- a) Vemotion:

TSE's Vemotion solutions include optimized video compression and transmission technology. Vemotion products are designed to be 'plug and play' and do not need SIM cards or expensive airtime contracts. They allow you to control the bandwidth used at any time, whicy means you are in complete control. Vemotion software allows for full and independent remote control for each connected IP or analogue cameras at the front end, which results in low latency and high-quality images at efficient bitrates. Vemotion software gives you the choice of the resolution and frame rate you wish to transmit, dependent on the bandwidth of the bearer of your choice. Vemotion enables you to switch dynamically between low and high bandwidth video streams depending on the network's capability, adjusting the video quality to suit. All transmitted streams can be encrypted and

each of the products below offers customers a combination of capabilities for each given deployment scenario. In principle they all work in the same way, and can be used together, but offer some difference of characteristics so you can tailor your solution specific to your requirements.

There are several elements that make up a Vemotion solution – but primarily there are three main parts:

- **Encoders**
The software that processes the images, provides recording facilities and generally manages anything to do with camera inputs. Importantly it is the encoder that provides the compression and transmission features and normally these reside in the remote areas alongside the cameras.
- **Streaming Server**
The Streaming Server provides connection between encoders and viewers. It has user authentication and permission management capabilities too.
- **Viewers**
Viewers come in a number of different forms but we have apps for smartphones and tablets, computers and laptops and also interfaces into other third-party viewing software.

3) Right-to-Copy Pricing: **Outside the scope of this contract.**

4) Utilization Limitations

- a) Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b) When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:
 - i) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - ii) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - iii) Except as provided above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and

documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

- iv) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- v) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
- vi) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.
- vii) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

5) Conversion from Term License to Perpetual License

- a) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.
- b) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
- c) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

- d) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

Conversion is outside the scope of the contract.

6) Term License Cessation

- a) Term licenses are not eligible for conversion to a perpetual license at any time.
- b) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
- c) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

Cessation is outside the scope of the contract.

7) Utilization Limitations for Perpetual Licenses

- a) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)
 - i) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document "NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags," December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard
 - ii) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014 requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12).

To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

- b) Reallocation of Perpetual Software (Option 2 Perpetual License)
 - i) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

- ii) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
- iii) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
- iv) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
- v) As a matter of convenience, once the original licenses are deactivated, di- installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.
- vi) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
- vii) When software assets are eligible for transfer, and are fully covered under pre- paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
- viii) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be _____percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

Software assets are not eligible for transfer.

8) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**MISCELLANEOUS CATEGORY
COMPLIMENTARY SINs SUBCATEGORY
SPECIAL ITEM NUMBER OLM
ORDER-LEVEL MATERIALS**

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

- 1) Apparel
- 2) Audio Visual Products
- 3) Audio Visual Services
- 4) Awards
- 5) Background Investigations
- 6) Business Administrative Services
- 7) Compensation and Benefits
- 8) Document Services
- 9) Electronic Commerce
- 10) Environmental Services
- 11) Facilities Maintenance and Repair
- 12) Facilities Services
- 13) Facilities Solutions
- 14) Financial Services
- 15) Fire/Rescue/Safety/Environmental Protection Equipment
- 16) Fitness Solutions.
- 17) Flags
- 18) Flooring
- 19) Fuel Management
- 20) Furniture Services
- 21) Healthcare Furniture
- 22) Household, Dormitory & Quarters Furniture
- 23) Human Resources
- 24) Identity Protection Services
- 25) Industrial Products
- 26) Industrial Products and Services Maintenance and Repair
- 27) IT Hardware
- 28) IT Services
- 29) IT Software
- 30) IT Solutions
- 31) IT Training
- 32) Language Services
- 33) Legal Services
- 34) Logistical Services
- 35) Machinery and Components
- 36) Mail Management
- 37) Marine and Harbor
- 38) Marketing and Public Relations
- 39) Medical Equipment
- 40) Miscellaneous Furniture
- 41) Musical Instruments
- 42) Office Furniture
- 43) Office Management Maintenance and Repair
- 44) Office Services
- 45) Packaged Furniture.
- 46) Printing and Photographic Equipment
- 47) Protective Equipment

- 48) Records Management
- 49) Search and Navigation
- 50) Security Animals and Related Services
- 51) Security Services
- 52) Security Systems
- 53) Signs
- 54) Social Services
- 55) Structures
- 56) Technical and Engineering Services (non- IT)
- 57) Telecommunications
- 58) Testing Equipment
- 59) Training

NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements.